



## Revocable Temporary Access Permit

[ ], 20 [ ]

Insert Name  
Insert Company  
Insert Address  
Insert Address  
Insert Email Address

Dear [ ]:

Resource Management Service, LLC (“RMS”), as the duly authorized forest management representative for [ ], (“Owner”), hereby grants you, [ ], (“Permittee”), temporary access to, on, or across Owner’s property depicted on Exhibit A attached hereto (the “Property”) subject to the following terms and conditions:

1. This Revocable Temporary Access Permit (this “Permit”) is granted to Permittee solely for the purposes set forth below:

[ ]

[ ]

Including specifically the following activities:

[ ]

[ ]

This Permit does not grant Permittee any right to engage in any activity or act for any purpose not specifically listed above. Notwithstanding the foregoing, Permittee shall conduct no act that substantially interferes with the use and enjoyment of the Property, or the operations thereon, by Owner, RMS, or any person lawfully using the Property, including, without limitation, other parties with a lease on, or license to use, the Property.

2. Permittee shall pay Owner the sum of [\$ ] for this Permit upon execution hereof. This payment shall be made in cash or by check, and this Permit shall not take effect until this payment is made and received.

3. Travel on and across the Property shall be confined to existing haul roads or to routes designated by RMS foresters. A compartment map with highlighted access roads (“Roadways”) is attached as Exhibit B, and references herein to the Property shall include both the Property and the Roadways. All access by Permittee will be confined and limited to the Property. Permittee acknowledges that neither Owner nor RMS makes or has made any representation, warranty, or covenant whatsoever regarding Owner’s title to the Property, or the use and condition of the Property. Permittee has inspected the Roadways and accepts the same in their “as is” “where is” condition and assumes all risk arising from this Permit and Permittee’s use of the Property.

4. Permittee’s access to the Property shall commence on [REDACTED], [20\_\_], shall be limited by the restrictions set forth herein, and shall terminate automatically in all respects on [REDACTED], [20\_\_]; *provided that* Owner may terminate this Temporary Access Permit at any time and for any reason upon at least \_\_\_ days written notice to the Permittee. Should RMS revoke the permit prior to the termination date provided in this Section 4, RMS or Owner, as applicable, shall refund a portion of the payment received by it pursuant to Section 2 of this Permit on a per diem basis for the remaining days left on the term of this Permit; *provided that* RMS shall have the right to retain the same or such amount thereof as it deems necessary to satisfy Permittee’s obligations under this Permit until all obligations are met to the satisfaction of RMS or Owner, as applicable.

5. Permittee agrees that, in the exercise of the temporary right of access granted herein, Permittee will not interfere with any operations on the Property. Permittee acknowledges that the rights granted Permittee under this Permit are subordinate to the primary rights of Owner and Owner’s lenders, contractors, harvesters, agents, employees, lessees, and assigns to conduct any lawful operations on the Property.

6. Access shall be limited to the period between after [REDACTED] AM] and before [REDACTED] PM] daily.

7. A copy of this Permit must be on Permittee’s person at all times while on the Property.

8. Based on Permittee’s own observation or when notified by RMS or Owner, Permittee shall cease hauling during wet weather or at any time that excessive rutting occurs; *provided that* Permittee shall only have the right to conduct such hauling if specifically provided for in Section 1 of this Permit.

9. Permittee shall notify RMS prior to the commencement and upon completion of timber hauling operations at telephone number [REDACTED]; *provided that* Permittee shall only have the right to conduct timber hauling operations if specifically provided for in Section 1 of this Permit.

10. Permittee is prohibited from transferring or assigning this Permit or any of its rights hereunder to a third party without the prior written consent of Owner, which shall be given in Owner’s sole and absolute discretion.

11. Any and all damage to the Property in excess of that which would be caused through normal and prudent usage shall be promptly repaired at Permittee's sole cost and expense. Following the termination of this Permit, Permittee shall return the Property to substantially the same or better condition than existed prior to Permittee's use thereof. If such repairs are not made within a reasonable time, as determined in Owner's sole and absolute discretion, after termination of this Permit or after request by RMS or Owner, Owner may undertake the repairs and Permittee shall be liable to Owner for any expenses incurred in repairing the Property, including but not limited to attorneys' fees and costs. All such repairs, road maintenance, and construction shall be conducted in compliance with (1) best management practices of the state in which the Property is located; (2) all applicable federal, state, and local laws, rules, and regulations; and (3) any additional guidelines that have been established by RMS and of which RMS has notified Permittee. This Section 11 shall survive the termination of the temporary access provided by this Permit.

12. Permittee hereby agrees to indemnify and hold harmless Owner, RMS, and their respective managers, directors, officers, employees, agents, representatives, or contractors against any and all claims, demands, losses, damages, liabilities, liens, fines, expenses or causes of action, including without limitation attorneys' fees and costs, of every kind, nature, and description whatsoever arising out of or related to, in whole or in part, the use of and access to the Property by Permittee pursuant to this Permit. This Section 12 shall survive the termination of the temporary access provided by this Permit.

13. Permittee shall carry, with insurers satisfactory to Owner(s) and RMS, during the term hereof:

a. **Workmen's Compensation** policy meeting at least statutory requirements and **Employer's Liability** Insurance in the amount of **\$500,000** per injury or illness fully covering Permittee's operations hereunder. Permittee shall also ensure that any and all contractors retained by Permittee shall have **Workmen's Compensation** insurance meeting at least statutory requirements and **Employer's Liability** Insurance fully covering said contractor's operations hereunder.

b. **Commercial General Liability** policy on a broad form basis to cover all operations under the Agreement. Levels of coverage shall be at least **\$2,000,000** per occurrence with a **\$2,000,000** aggregate limit. The policy shall contain an endorsement showing contractual liability coverage as to the Permittee's indemnity agreement as set out in paragraph 12 hereof.

\*\*\$1,000,000 per occurrence General Liability AND \$1,000,000 per occurrence Excess/Umbrella is acceptable in lieu of \$2,000,000 General Liability Insurance.

c. **Vehicle Liability** policy upon all owned and "non-owned and hired" motor vehicles used in the performance of this Agreement. Levels of coverage shall be at least **\$1,000,000** for bodily injury and property damage combined single

limit in any one accident. The policy shall contain a specific endorsement affording coverage to all “non-owned and hired” vehicles used by Permittee in performing work under this permit.

- d. **Commercial General Liability and Vehicle Liability insurance policies shall name Owner(s) and Resource Management Service, LLC as an additional insured.**

Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Owner and RMS, shall be furnished to Owner and RMS, which shall specifically state that such insurance shall provide:

1. At least thirty (30) days' notice to Owner and RMS in the event of cancellation or any material change in such insurance policies. If 30 days is not allowable, a written document must be provided with details of how and when RMS will be notified in the event of cancellation.
2. The workers compensation certificate shall bear an endorsement evidencing a waiver of the right of subrogation against Owner and RMS and its subsidiaries.
3. The workers compensation certificate shall bear evidence that owners/partners/executives/officers/members are covered. If not covered, a waiver form must be submitted for each person not insured.
4. The certificate shall state that coverage is included for loss due to accidental overcut and damage due to fire.
5. Each insurer affording coverage must have a minimum rating of A-, published by A. M. Best insurance ratings.

Should Permittee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation or adverse material change in any such insurance, Owner and RMS may, at its option, suspend this Permit until insurance is obtained or terminate this Permit immediately without further action.

14. Permittee agrees to immediately furnish telephone and written notice to RMS and Owner should any of the following occur: (a) Permittee incurs any injury, loss, or damage while on the Property; (b) Permittee observes any wildfire, trespassers, or suspicious event or activity on the Property; or (c) Permittee changes the address, phone, or email address of Permittee from that shown on the first page of this Permit.

15. Permittee agrees that this Permit or evidence thereof shall not be recorded in land records.

16. Permittee acknowledges and agrees that it is the intention of the parties hereto that no easements, rights, or interests in real property be created by this Permit except for the temporary access and other rights specifically and expressly set forth in this Permit.

17. This Permit constitutes the full and entire understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. Neither this Permit nor any of its terms may be amended, revoked, or waived, in whole or in part, except by a written agreement signed by the party against whom enforcement of any such amendment, revocation, or waiver is sought. In the event that any provision of this Permit becomes or is declared by a court of

competent jurisdiction to be invalid or unenforceable, this Permit shall continue in full force and effect without said provision. Except as otherwise provided herein, the provisions of this Permit will inure to the benefit of, and be binding on, the respective successors and assigns of the parties to this Permit. Nothing contained herein shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

18. This Permit may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Facsimile or portable document format copies of executed signature pages to this Permit will be deemed originals for the purposes of this Permit.

Your signature where indicated shall serve as your agreement to abide by the above terms and conditions. One copy hereof must be signed and returned to RMS prior to using or accessing the property as described herein.

Sincerely,

Resource Management Service, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED and AGREED TO

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Permittee: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachments

**Exhibit A**

The Property  
(see attached)

**Exhibit B**

The Roadways  
(see attached)